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Contract Database Metadata Elements

Title: **Cedarhurst, Village of and Village of Cedarhurst Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Nassau Local 830 (1995)**

Employer Name: **Cedarhurst, Village of**

Union: **Village of Cedarhurst Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Nassau 830**

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Cedarhurst, Village Of And Csea
Local 830 (Village Employees Unit)

1489 11
3/20/98

AGREEMENT

by and between the
**INCORPORATED
VILLAGE OF CEDARHURST**

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**

Local 1000, AFSCME, AFL-CIO



Village of Cedarhurst Unit
Nassau Local 830

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
BROOKLYN, NY

JUN 1 1998

CONCILIATION

June 1, 1995 - May 31, 1998

CONTRACT BETWEEN

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 - AFSCME AFL-CIO

- and -

INCORPORATED VILLAGE OF CEDARHURST

June 1, 1995 to May 31, 1998

ARTICLE I - RECOGNITION

Section 1. The Civil Service Employees Association - Local 1000 AFSCME AFL-CIO, hereinafter shall be referred to as the CSEA. The Incorporated Village of Cedarhurst hereinafter shall be referred to as the Village and/or as the Employer.

Section 2. The Village hereby grants to CSEA unchallenged representation status until May 31, 1998, in accordance with Section 208 of the Civil Service Law, and recognizes CSEA as the sole and exclusive negotiating agent for that same period of time for permanent, full-time employees, except those specifically excluded hereinafter.

ARTICLE II - NEGOTIATING AGENT

Section 1. The negotiating agent for the Village personnel shall remain in effect for such time as the contract is in force. One hundred twenty (120) days prior to the end of such contract, an employee organization shall present findings for certification as provided below; such findings being that the said organization has collected pledge cards totalling at least thirty (30%) per cent of the persons employed on the date of presentation.

Section 2. Procedure to be as follows:

(a) An organization seeking representation status shall collect signed and dated pledge cards which shall indicate that the signor desires to have this organization serve as the bargaining agent. The confidentiality of these cards may not be violated and they shall remain in the possession of the collecting organization until such time as they are presented for certification.

(b) Presentation of these cards shall be made to an impartial agency as provided by the Public Employees Relations Board.

(c) If no challenge exists at the end of the contract period, the same bargaining agent shall be empowered to negotiate the next contract.

(d) There shall be negotiations in "good faith" to reach an agreement on matters affecting the employees of the Village.

(e) During negotiations, the Board of Trustees and its designees and the CSEA shall exchange points of view, make proposals and counter-proposals. The Board shall make available to CSEA, for inspection, all pertinent public records under discussion.

(f) Any agreement reached with the Village Board shall be reduced to writing, shall be signed by the Mayor on behalf of the Village Board. The Mayor and Village Board agree not to negotiate with any other group than CSEA for the duration of the contract period.

ARTICLE III - MISCELLANEOUS

Section 1. All items involving wages, hours, pension, fringe benefits and other working conditions, on which agreements are reached during bargaining sessions shall be reduced to writing in the minutes of the Village Board's meeting and/or incorporated therein by reference or attachment.

Section 2. All existing policies pertaining to absences, leaves and vacation entitlements, etc. shall remain in effect, unless otherwise spelled out in a later Article.

Section 3. Except in a situation of extreme emergency, the Village shall not request any employee to use their personal vehicle for Village business use. In the event an employee uses his/her personal vehicle for such Village business, he/she will be authorized to receive an allowance for each mile driven, equal to the allowance established and existing as of said date by the Town of Hempstead for its employees.

Section 4. Any hazardous working condition shall be reported by all personnel to their immediate supervisor, who shall in turn report this condition to the Village Clerk/Administrator.

Section 5. No employee shall be ordered to drive any vehicle which is not provided with such equipment as is required by the Vehicle & Traffic Law of the State of New York.

Section 6. The Village has adopted a "Drug & Alcohol Testing Policy" pursuant to U.S. Dept. of Transportation regulations, by which various employees are required to submit to mandatory drug and alcohol testing, pursuant to the Omnibus Transportation Employee Testing Act of 1991, effective January 1st, 1996. The CSEA acknowledges that a copy of such policy has been received and did consent to the adoption thereof; further, that such policy shall be deemed a part of this contract, as if fully set forth herein.

ARTICLE IV - TIME SCHEDULE

Section 1. (a) Employees in the Highway and Parks Division hours shall be from 7:00 am to 3:00 pm (Monday to Friday) with a "brown bag" lunch.

(b) Sweeper Operator, from 4:00 am to 12:00 noon (Monday to Friday).

(c) Sewer Plant employees hours shall be: (i) Day shift from 7:00 am to 3:00 pm; and (ii) Evening shift from 3:00 pm to 11:00 pm; and (iii) both with a "Brown Bag" lunch. It is understood and acknowledged that the said Sewer Plant requires seven (7) day coverage (not simply Monday to Friday or five days as other employee areas) and that each employee in the Sewer Plant shall work a forty (40) hour "week" with rotating shifts and that if any employee exceeds forty (40) hours within any such "week", such additional hours in excess of the basic 40 hours shall be paid as "overtime".

(d) Office staff hours: 9:00 am to 4:30 pm.

(e) Village Inspectors (sometimes referred to as Security Aides) shall work such days and hours as directed by the Village Clerk/Administrator in his/her discretion, within the following guidelines: reasonable notice shall be provided as to work schedules, which shall include a five (5) day work week, and the hours shall not exceed eight (8) hours per day, all of which may conform to the hours of enforcement of the Village meters. The said Village Inspectors shall not be required to perform out of doors when the temperature is below nineteen (19°) degrees and wind chill factor of ten (10°) degrees or below, at which time they may be assigned other indoor duties by the Village Clerk/Administrator.

Section 2. The work week (other than as above provided with specific reference to the Village Inspectors and employees in the Sewer Plant) shall be from Monday to Friday. All work performed in excess of forty (40) hours per week, prior to 7:00 am or after 3:00 pm, shall be considered overtime and shall be paid for at one and one-half (1.5) times the employee's regular hourly rate, other than: (i) sweeper operator; (ii) Sewer Plant workers on the evening shift; (iii) office personnel. With regard to the Village Inspectors, they shall be compensated on an hourly basis at "straight" time, unless such hours when taken together with other hours worked that week and which total more than forty (40) hours, in which event such hours that exceed forty (40) shall be paid at one and one-half (1.5) times said employee's regular hourly rate.

Where an employee is paid on an annual basis, his/her regular hourly rate shall be computed by dividing such salary by 2,080.

In the event any employee is called back for overtime after his/her regular business hours, he/she will be entitled to a minimum of four (4) hours at one and one half (1.5) times regular work day rate, except when the four (4) hour period overlaps the regular work day period, in which case the pay shall be said 1.5 times only for the additional hours worked. This provision shall not apply to Village Inspectors as to court appearances who, when required to appear in court, will be paid the sum of \$25.00 per session.

The term "overtime" shall apply to time which has been planned or scheduled (such as for a parade, to cover another employee who is absent, or for snow removal duties). Such "overtime" is to be distinguished from an "emergency call-in" which is defined as time or work which has not been so planned or scheduled, as defined in Article XII, Section 11 of this agreement.

Section 3. Employees shall have a coffee break as follows:

- (a) Village Hall office staff, 20 minutes in the a.m.;
- (b) Village Inspectors, 20 minutes in the a.m. and 20 minutes in the p.m.; and
- (c) Highway & Plant - none (to follow current practice of breaks for "breakfast" and lunch).

Section 4. (a) Vacation Allowances - two (2) weeks after one (1) year of employment, plus one (1) day for each one (1) year of additional service, up to a completion of a total of ten (10) years, at which time the employee would be entitled to a four (4) weeks vacation, which shall be the maximum.

(b) Any unused vacation time during any year may not be carried over to the next year, unless approved in writing by the employer.

(c) In the event an employee receives permission to carry over vacation time, as provided in the preceding provision, then the employee may accumulate or accrue such unused and approved vacation time but such accumulation or accrual shall not, in any event, exceed a total of seventy-two (72) days. The Village Clerk/Administrator shall keep a record of such accrued or accumulated "bank" of unused vacation days (but shall never credit any more than 72 days) and such total of accumulated/accrued vacation days shall be paid upon death during employment, retirement or separation, pursuant to the salary schedule in effect at such time of death, retirement or separation.

Section 5. Office employees shall receive overtime payment at the rate of one and one-half (1.5) times their regular work day rate, for overtime work when requested by management or authorized by the Village Clerk/Administrator.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. Procedure - See Exhibit "A" annexed hereto.

Section 2. All grievances must be initiated within ten (10) days after the occurrence complained of.

Section 3. Employee representative(s) may obtain a meeting with the Village Board representative(s) by requesting same through the employee's supervisor.

ARTICLE VI - VACANCIES AND PROMOTION

Section 1. All openings for promotional positions having salary differentials shall be adequately published on available bulletin boards and all qualified personnel shall be given adequate opportunity to make application for such positions.

Section 2. Although the CSEA recognizes that some flexibility with regard to employees' transfers must be maintained by the administration, a substantial degree of stability must be provided to all employees. Therefore, it is agreed as follows:

(a) Lists of vacancies and/or new positions created in the Village shall be made available to all employees, if qualified; and

(b) In filling such positions, preference shall be given to presently employed persons, over newly appointed employees, and should be based upon length of service in the Village, as well as qualifications for the position.

Section 3. The Village shall create a new title of "Laborer II" or, if such title is already in use, shall in any event fill four (4) such new positions, with an increase in the amount of \$1,000.00 per annum to each person who is appointed to such position. It is understood that such new title and/or positions is intended for individuals who have demonstrated varied skills, abilities and/or leadership qualities which justify such recognition.

ARTICLE VII - PROTECTION OF EMPLOYEES

Section 1. All employees who are appointed from a Civil Service list are afforded the protection of Section 75 of the Civil Service Law.

Section 2. (a) All employees in the non-competitive or probationary classification, after six (6) months of service, shall also be afforded the protection of Section 75 of the Civil Service Law.

(b) Seniority shall commence on the date of employment.

(c) If layoffs become necessary, provisional and/or probationary employees within a group classification shall be laid off before any permanent employee. If, after all provisional and/or probationary employees in a particular group have been laid off, other reductions in the work force are necessary, the employer shall lay off in accordance with the member having seniority in the group classification - e.g., the last person hired to be laid off shall be the first person to be rehired.

(d) Before hiring any new employee, notice of available work must first be forwarded to all employees laid off within the preceding twelve (12) month period, by sending written notice to the employees by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than five (5) days after the giving of such notice.

(e) Offices of the CSEA unit shall be given the highest seniority while in office, in the event of layoffs.

Section 3. In case of an emergency, employees from other departments within the employ of the Village will be called to assist in clearing any such emergency, before any "outsiders" are called.

ARTICLE VIII - DISABILITY

Section 1. The Village shall provide benefits to all employees under the New York State Disability Benefit Law. The cost of such plan shall be paid by the employer.

ARTICLE IX - HEALTH INSURANCE PLAN

Section 1. The Village shall pay the full cost of the Statewide Health Insurance Plan for the current employees and their eligible family while he/she is an employee of the Village. All "new" employees (hired on or after June 1st, 1995) shall contribute to the cost of such health insurance plan as follows: (a) such "new" employee earning less than \$20,000.00 per annum shall pay and/or contribute two (2%) per cent of their salary but not exceeding six (6%) per cent of the premium payable for such employee and his/her family; and (b) such "new" employee earning \$20,000.00 or more per annum shall contribute a sum equal to six (6%) per cent of the premium payable for such employee and his/her family.

Section 2. The Village agrees to remain a Participation Employer in all of the options of the State Employees Health Insurance Plan.

Section 3. The Village agrees to provide a dental plan known as Connecticut General Life Dental Plan No.1, or comparable, and the Village shall pay the full cost of such dental plan for the current employees and their eligible family while he/she is an employee of the Village. All "new" employees (hired on or after June 1st, 1995) shall contribute to the cost of such dental plan as follows: (a) such "new" employee earning less than \$20,000.00 per annum shall pay and/or contribute two (2%) per cent of their salary but not exceeding six (6%) per cent of the premium payable for such employee and his/her family; and (b) such "new" employee earning \$20,000.00 or more per annum shall contribute a sum equal to six (6%) per cent of the premium payable for such employee and his/her family.

Section 4. The Village shall obtain and pay for all employees the full cost of a voucher type optical plan for such employee and his/her spouse, as follows: during the contract period from 6/1/95 - 5/31/98) \$60.00 per voucher per year, or \$75.00 if bifocals.

Section 5. The Village agrees to continue to pay for the medical benefit package (as above) for any employees and their spouse upon retirement, after a minimum of ten (10) years continuous employment.

ARTICLE X - MILITARY AND VETERANS

Section 1. All personnel who have served in the Armed Forces of the United States shall be entitled to Veterans' Credits, as provided for under the Law.

Section 2. Employees on regular appointment called to military service will be credited upon their return with the same amount of sick leave allowance for the period of military service as they would have been entitled to if they were in Village service.

ARTICLE XI - RETIREMENT BENEFITS

Section 1. The Village Board agrees to continue its non-contributory retirement plan designated as Section 75-I for Tier 1 and Tier 2 employees; and Tier 3 and Tier 4 employees shall be entitled to the existing retirement benefits as provided by the New York State Employees Retirement System, to the extent permitted by Law.

ARTICLE XII - SICK LEAVE AND PERSONAL TIME

Section 1. Employees of the Village shall be permitted to accumulate or accrue sick leave benefits at the rate of one (1) day per month (commencing as of the date of employment) to a maximum of 120 days, which shall be paid upon death during employment, retirement or separation (subject to any other eligibility requirements) with the following limitations upon payment:

- (a) 10 years or less - no payment.
- (b) Over 10 years thru 15 years - payment of 25% of accumulated time.
- (c) Over 15 years thru 25 years - payment of 50% of accumulated time.
- (d) Over 25 years - payment of 75% of accumulated time.

Payments shall be made pursuant to the salary schedule in effect at the time of death, retirement of separation.

Section 2. Any employee absent four (4) days in succession for an illness shall, at the option and request of the Village, be required to submit a medical certificate from such employee's doctor verifying the illness and, further, the Village shall have the right to require any such employee to submit to an examination by a doctor selected by the Village, at the employer's cost.

Section 3. With respect to accumulation and/or accrual of sick days which are not used, and with respect to payment for same as provided in Section 1 hereinabove, the Village Clerk/Administrator shall keep a record of such accrued or accumulated "bank" of unused sick days, but shall never credit any more than 120 days. In the event that an employee shall utilize sick days in any year in excess of his/her annual allowance, then and in such event such excess shall be deducted from the said employee's accumulated/accrued "bank" (which may not exceed 120 days). In such event and after using any days from his/her "bank", the accumulation shall drop below 120, then such employee may accumulate additional sick days to bring his/her "bank" back up to the said maximum of 120 days.

Section 4. PERSONAL DAYS AND LEAVE:

(a) Personal days and/or leave shall be granted, provided it is scheduled in advance. No reason need be given for these personal days.

(b) Personal days and/or leave may be accumulated at the rate of five (5) days per year, based upon the Village's fiscal year (June 1st to May 31st).

(c) A maximum payment for accumulated personal days and/or leave in the amount of ten (10) days' pay shall be payable upon retirement or separation (subject to any other eligibility requirements).

Section 5. All employees covered by this contract who were hired after November 1, 1977 must be employed by the Village for a minimum of ten (10) years to be eligible for any payment of accumulated time or accruals, on termination of employment.

Section 6. COURT APPEARANCE: Absence by reason of appearance as a plaintiff, defendant or witness in any action involving the Village, will be approved for the number of days necessary. Employees shall not lose any salary by reason thereof.

Section 7. RELIGIOUS HOLIDAYS: They will be approved for absences and employees shall be entitled to use their personal leave time.

Section 8. DEATH IN IMMEDIATE FAMILY: Employees may attend funerals and shall not be charged for such days. The term "immediate family" shall include spouse, children and/or step-children, parents (including in-laws), grandparents, brothers and/or sisters, as well as other members of the employee's household. Such leave shall not exceed three (3) days, unless extended in writing, at the discretion of the Village Clerk/Administrator.

Section 9. JURY DUTY: Notice of jury duty must be submitted to the Village Clerk/Administrator and such time shall not be deducted from the regular salary of the employee. Any payment received for service on jury duty shall be paid to the Village; however, said employee shall be entitled to keep any travel reimbursement. Jury duty time shall not be charged to any accumulated credits of the employee.

Section 10. HOLIDAYS: The Holiday schedule, including twelve (12) paid holidays is hereby establish by the Village, as follows:

New Year's Day	Labor Day
President's Day	Election Day
Memorial Day	Veteran's Day
Fourth of July	Thanksgiving Day
December 24th	Day after Thanksgiving
Christmas Day	M.L.King Birthday

(a) Except where the Village operations necessitate a twenty-four (24) hour day operation, that operation shall continue as heretofore.

(b) If a Holiday falls on a Saturday, the Village shall provide time off for all employees and provide credit to those employees who must work.

(c) The two (2) employees at the Sewer Plan who work on a Holiday which falls on a weekend shall be compensated for the Holiday plus time and one-half (1.5). The term "compensated", as used in this provision, is intended to mean a compensatory day off, not additional salary payment.

Section 11. EMERGENCY CALL-IN

(a) Any employee required by work by reason of an emergency call-in, at any time other than said employee's regularly scheduled work week, shall be paid double (2x) time for the time actually worked (no minimum and no maximum). In the event such emergency call-in shall occur on a holiday, such employee shall receive his/her holiday pay in addition to such emergency call-in pay.

(b) The term "emergency call-in" shall apply to time which has not been planned nor scheduled (such as to respond to an alarm, or for a sewer stoppage or sewer back-up call). An "emergency call-in" is to be distinguished from "overtime" which is defined as time or work which has been planned for or scheduled, as is defined in Article IV, Section 2 of this contract.

Section 12. CONVENTIONS: No more than two (2) officers of CSEA shall be entitled to attend its conventions and authorized special meetings without loss of time, provided no more than one (1) member is from the same department and such conventions shall be limited to two (2) each year and each not to exceed three (3) days duration.

Section 13. EMPLOYEE ASSISTANCE: Employees who are designated or elected for the purpose of advising on grievances or assisting in the administration of this contract shall be permitted a reasonable time off, free from the regular duties, to fulfill these obligations, which have as their purpose harmonious and cooperative relations between the employer and employees, and the uninterrupted operation of the government, subject to appropriate notice to his/her department head.

Section 14. PREGNANCY: Upon request, tenured employees, for reason of their pregnancy, will be granted leaves of absence, without pay, not to exceed one (1) year and as may be provided in the Labor Law [current provision being eight (8) months], and shall be reinstated in the same or comparable position upon her/their return. A non-tenured employee may be granted such leave at the discretion of the Village Board.

Section 15. SABATICAL: Tenured employees are eligible to take leaves, without pay, not to exceed one (1) year in length, for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate family, subject to Village Board approval.

ARTICLE XIII - SALARY

Section 1. All wages and benefits shall be retroactive to/as of June 1st, 1995.

(a) Effective June 1, 1995, the Village agrees to increase salaries of its employees by \$1,100.00 each, except for seasonal, part-time and appointed employees.

(b) Effective June 1, 1996, the Village agrees to increase salaries of its employees by \$1,150.00 each, except for seasonal, part-time and appointed employees.

(c) Effective June 1, 1997, the Village agrees to increase salaries of its employees by \$1,200.00 each, except for seasonal, part-time and appointed employees.

(d) The minimum salary for all workers, other than probationary, part-time or seasonal workers, shall be \$15,500.00 per annum.

Section 2. SEWER PLANT OPERATOR'S ADJUSTMENT: Upon receipt of certification as a "Sewerage Plant Operator, Grade III" from the New York State Department of Environmental Conservation, such employee shall receive an increase or increment in the amount of \$5,000.00.

Section 3. DIFFERENTIAL PAY: Commencing June 1, 1995, a differential pay of \$2.00 per hour shall be given to not more than one (1) employee in the Sewer Plant on the 3:00 pm to 11:00 pm shift and the 7:00 am to 3:00 pm shift on Saturday and Sunday.

Section 4. LONGEVITY INCREMENTS: Any employee completing the year of service hereinafter set forth, shall receive the indicated longevity increment on each occasion:

(a) Fifth (5th) year - \$200.00.

(b) Tenth (10th) year - \$200.00.

(c) Fifteenth (15th) year - \$300.00 *

(d) Twentieth (20th) year - \$300.00 *

(e) Twenty-fifth (25th) year - \$300.00 *

* These modifications/increases shall be effective as of June 1, 1995 and shall also be retroactive, to the extent that any individual currently employed by the Village who previously received a \$200.00 increment on his/her 15th, 20th or 25th year, shall now receive an additional \$100.00 per each such increment.

Section 5. STANDBY

(a) Any employee who is requested to be available for work during any week or portion thereof shall be paid for each day at a rate of \$15.00 per day or, if such day shall be a Holiday, then at the rate of \$20.00 per day.

(b) Each and every employee of the Village shall be available for stand-by duty in the event he/she is requested to be so available by a supervisor. A minimum of forty-eight (48) hours notice shall be given to an employee. A rotation roster will be kept by the departments involved.

(c) It is understood and agreed that the carrying of a "beeper" or similar device by an employee shall not, in and of itself, constitute being on standby. Payment for standby shall be due and payable only in the event an employee is so requested to be on such standby duty by a supervisor. In the event an employee shall call in "sick", he/she shall not be entitled to wear or to carry a "beeper" for the evening immediately following such a sick day.

ARTICLE XIV - UNIFORM AND CLOTHING

Section 1. The Village shall provide uniforms and maintenance of same to those employees requiring same.

Section 2. The Village shall supply one (1) pair of safety shoes per year to each employee requiring the same for his/her work.

Section 3. The Village shall supply one (1) winter parka for each worker required to perform outdoors every three (3) years of employment. The employee shall maintain the parka in good and clean condition and will return same upon leaving Village employment.

Section 4. The Village shall provide the following items for the Village Inspectors: (i) five (5) shirts for the summer months and two (2) shirts for winter months; (ii) two (2) pair of slacks for the winter months and two (2) pair of shorts for the summer months; (iii) one (1) carry bag; (iv) one (1) winter jacket; (iv) one (1) pair of shoes and one (1) pair winter boots annually; and (v) two (2) pairs of sneakers or walking shoes will be provided and replaced when needed.

Section 5. REPLACEMENT: The Village agrees to replace shoes, gloves and parka as needed, if such equipment is damaged as a result of work performed for the Village.

Section 6. The Village shall continue to provide a device for use by an employee who may be required to work alone at the Sewer Plant (such as on a weekend or Holiday) by which such person shall have the ability to notify an appropriate person or agency in the event of illness or accident, so that such employee working alone may obtain emergency assistance. The specific nature and type of device shall be at the discretion of the Village Board of Trustees.

ARTICLE XV - MEAL ALLOWANCE: Any employee, upon completion of twelve (12) consecutive hours of emergency call-in work, shall be entitled to a meal provided by the Village. It shall be an option of the supervisor for a meal prior to twelve (12) hours of emergency call-in work.

ARTICLE XVI - PERSONNEL FILES

Section 1. Upon request by the employee, he shall be permitted to examine his/her official personnel file.

Section 2. The Village Clerk/Administrator shall reproduce, for the employee and upon his/her request, any material in the file.

Section 3. There shall be only one (1) "Employee Personnel File" in which such type of material shall be filed.

Section 4. No material derogatory to an employee, his/her conduct, service, character nor personality shall be placed in such file unless the employee has had an opportunity to read such material.

Section 5. The employee shall have the right to answer and rebut any material so filed and his/her answer shall be attached to the filed copy and become part of his/her said personnel file.

SECTION XVII - CSEA ACTIVITIES

Section 1. Permission shall be granted for the use of Village facilities for necessary meetings of the CSEA unit which are scheduled in advance.

Section 2. Sufficient bulletin board space shall be reserved at an accessible place in each department at the exclusive use of the CSEA, for the purpose of posting material dealing with proper and legitimate CSEA business.

Section 3. CSEA department representatives may call a meeting of the CSEA members which will be held outside of the business hours.

SECTION XVIII - DUES DEDUCTION

Section 1. The Village agrees to deduct from the salaries of its employees, membership dues and all other life, sick and/or accident deductions payable to or through CSEA, from said employees who voluntarily and individually authorize the Village to deduct same and to transmit such monies to the CSEA. Employee authorizations shall be in writing and in a manner consistent with Section 93B of the General Municipal Law and Chapter 392 of the Laws of 1967.

Section 2. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted to the Treasurer of the CSEA, INC.

Section 3. Deductions authorized by an employee shall continue as so authorized unless and until such employee notifies the Village Clerk/Administrator as to his/her desire to discontinue or to change such authorization, which notification shall be in writing.

Section 4. Notification of discontinuance of deductions shall be signed by the employee and submitted to the Village Clerk/Administrator in duplicate, with one (1) of the copies to be forwarded to the CSEA unit President.

Section 5. The CSEA assumes full responsibility for the disposition of the funds so deducted, once they are turned over to the CSEA.

ARTICLE XIX - CREDIT UNION: The Village agrees to cooperate with the employees for them to join a credit union and shall carry out the administrative procedures without incurring any liability to the employee or to the credit union, and without incurring any costs.

ARTICLE XX - COLLECTIVE BARGAINING

Section 1. The CSEA and the Village Board recognize that strikes and other forms of work stoppage by civil service employees are contrary to Law and public policy. The CSEA and Village Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the Village. The CSEA agrees, therefor, that there will be no strikes, work stoppages nor other concerted refusal to perform work by employees covered by this agreement nor any instigation thereof. The Mayor and the Village Board agree to bargain in good faith with the CSEA and use no tactics which may be deemed as an unfair labor practice.

Section 2. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of Law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given such approval.

ARTICLE XXI - MANAGEMENT RIGHTS

Section 1. The Village may, at its sole discretion, establish a job classification schedule for all employees in such detail as it, in its sole judgment, deems necessary and may establish a minimum and maximum salary for each job classification.

Section 2. It is understood and agreed that the Village has the exclusive right to manage its affairs, to direct and control its operations, and to independently make, carry out and execute all plans and decisions which it deems necessary in its judgment and for its welfare, advancement and/or the best interests of its constituency. Such management prerogatives shall include, but not be limited to the following rights:

(a) To select, hire, fix the salaries of, promote, transfer, assign, discharge, discipline or lay off employees, or discontinue their positions, subject however to the applicable sections of the Civil Service Law and grievance procedure. Failure to present such grievances as provided herein, shall result in a waiver of all rights involved.

(b) To make rules and regulations governing conduct, appearance and safety of employees.

(c) To maintain discipline and efficiency of employees.

(d) To determine schedules of work, including overtime.

(e) To contract for performance of any of its services and to increase or decrease the scope thereof.

ARTICLE XXII - PROBATIONARY EMPLOYEES: Any employee hired by the Village shall be a probationary employee for a period of six (6) months, after which such employee shall, if continuing in the employ of the Village, become a permanent employee, in accordance with the Civil Service Law.

ARTICLE XXIII - EXCLUSIONS

Section 1. It is agreed that all managerial and confidential employees ("confidential" being defined as individuals not necessarily on a managerial level, but those who work with the managerial or supervisory personnel in such manner as to be privy to managerial and confidential information) are excluded from this contract.

Section 2. The following positions and/or titles are excluded from representation by the CSEA, being deemed managerial and/or confidential employees: - Village Administrator-Clerk/Treasurer; Deputy Village Clerk/Treasurer; Commissioner of Public Works; Assist. Commissioner of Public Works; Supt. of Water Pollution Control Plant; Supt of Building Dept; Assessor; Account Clerk; and all part-time and/or seasonal employees.

ARTICLE XXIV - AGENCY SHOP: The Civil Service Employees Association, Inc. having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have

deductions made from the wages or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association Inc., in amounts equivalent to the dues levied by the Civil Service Employees Association Inc. The employer shall make such deductions and transmit the amount so deducted along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue Albany, New York 12224.

ARTICLE XXV - ARBITRATION: Wherever arbitration shall be called for and in the event arbitration is in fact used, it is agreed that both parties to this agreement shall equally share the cost of said arbitration.

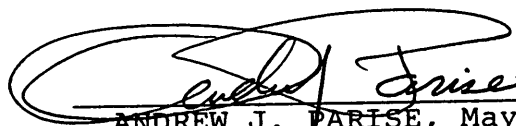
ARTICLE XXVI - TERM OF CONTRACT: The period of this contract shall be from June 1, 1995 to May 31, 1998.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals hereto on this 26th day of January, 1996.

CSEA

VILLAGE BOARD


RALPH CAPOZZI, Unit President


ANDREW J. PARISE, Mayor


JAMES DELLA ROCCA,
CSEA Representative

EXHIBIT A

GRIEVANCES AND ARBITRATION

Should any employee have a grievance or should any dispute arise between the CSEA as to the meaning, application, performance or operation of any provision of this agreement, such grievance shall be taken up for settlement as follows:

GRIEVANCES

A procedure for the handling of employee grievances is hereby established as follows:

- A. Any employee aggrieved with relation to his work may present his grievance orally to his Supervisor. A reply shall be given orally by his Supervisor indicating what action, if any, will be taken with respect to the grievance, such reply being given within five (5) working days of the date of presentation of the grievance.
- B. If the employee is dissatisfied with the action taken by the Supervisor with respect to his grievance, such employee shall submit his grievance in writing to the Dept. Head within ten (10) days of the date that the Supervisor's oral reply was given. The Dept. Head shall thereupon submit his reply in writing within ten (10) days of the date of submission of the written grievance to him.
- C. If the employee is still dissatisfied with the action taken by the Dept. Head with respect to his grievance, such employee shall submit his grievance in writing to the Board of Trustees within ten (10) days of the date that the Dept. Head's written reply was given. The employee shall have the right to appear before the Board of Trustees, if he so requests, and to be represented by the CSEA, if he so requests. After considering the employee's grievance and contentions made in support thereof, and affording the Employer an opportunity to submit his views both orally and in writing, the Board shall take such action as it deems proper and just and advise the employee and the CSEA in writing of the action taken.

ARBITRATION

If an employee is still not satisfied with the decision, a three (3) member panel shall be selected to arbitrate the grievance, one member to be selected by the employer, another by the CSEA, and the third to be mutually selected by the other two. Their decision shall be adopted by both parties.

Sir:-Please take notice that the within is a (*certified*) true copy of a duly entered in the office of the clerk of the within named court on 19

Dated,

Yours, etc.,

JOEL B. GEWANTER

Attorney for

Office and Post Office Address

427 Fifth Avenue

P.O. Box 356

CEDARHURST, NEW YORK 11516

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir:-Please take notice that an order

of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on 19

at M.

Dated,

Yours, etc.,

JOEL B. GEWANTER

Attorney for

Office and Post Office Address

427 Fifth Avenue

P.O. Box 356

CEDARHURST, NEW YORK 11516

To

Attorney(s) for

Index No.

Year 19

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC. - Local
1000 - AFSCME AFL-CIO**

- and -

**INCORPORATED VILLAGE OF
CEDARHURST**

June 1, 1995 to May 31, 1998

**COLLECTIVE BARGAINING
AGREEMENT**

JOEL B. GEWANTER

Attorney for **Village Attorney**

Office and Post Office Address, Telephone

427 Fifth Avenue

P.O. Box 356

CEDARHURST, NEW YORK 11516

(516) 239-4567

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for



Local 1000, AFSCME, AFL-CIO

143 Washington Ave., Albany, NY 12210

Danny Donohue, President

PRINTED BY
CSEA